

## RMD PURCHASE TERMS & CONDITIONS

1. **Acceptance.** Radiation Monitoring Devices, Inc. ("RMD") shall not be bound by this Purchase Order ("Order") until it is accepted by Seller, which acceptance shall occur by signing and returning the Order, or by commencement of delivery of the goods, products, materials or items described in the Order ("Items") and/or performance of the service described in the Order ("Service"), which acceptance shall create a contract between RMD and Seller on the content of the Order and these Terms and Conditions. Specifications, drawings, instructions and dates furnished by RMD to Seller in connection with this Order are hereby incorporated herein and made part hereof. No contract shall exist except as stated above. No agreement to amend or modify this Order, and no proposals, quotations, statements, course of dealing or usage of trade, shall be binding on RMD. Any proposal for additional or different terms, or any attempt by Seller to vary any of the terms of this Order, is hereby rejected by both parties. In the event of any conflict between any provision in these Terms and Conditions and any other document, these Terms and Conditions shall govern and prevail unless specifically overridden by a writing signed by both parties. This Order, and any documents identified herein, supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter hereof and is intended by the parties as the complete and exclusive statement of the terms of their agreement concerning the subject matter hereof. RMD is not bound by any provisions in Seller's order acknowledgment, packing slip, invoice, shrink-wrap or click-through terms, or other submitted terms (including counter offers), all of which are hereby rejected by the parties and shall have no effect.

2. **Changes and Cancellation.** RMD may, upon notice to Seller, make changes in specifications, design, delivery schedules (postponements only), testing, packing or destination. If any such change causes an increase or decrease in the cost of, or the time required for, performance, an equitable adjustment shall be made by the parties in the contract price or delivery schedule, or both. Price increases or extensions of time for delivery shall not be binding on RMD unless approved by RMD in writing. RMD may cancel this Order in whole or in part, at any time, by informing Seller in writing. On receipt by Seller of such notice, Seller shall, to the extent specified therein, stop work hereunder and terminate any work under subcontract outstanding hereunder, and take any necessary action to protect property in Seller's possession in which RMD has or may acquire an interest. In the event of such cancellation, RMD shall have no obligation to Seller except that, if the cancellation is other than on account of fault by Seller, RMD shall compensate Seller for direct costs actually incurred by Seller prior to cancellation, which costs are directly related to the fulfillment of Seller's obligations pursuant to this Order; provided however, that such compensation shall be limited to that portion of such costs as are not recovered by the Seller, through the sale, within a reasonable period of such cancellation, of products or services to affiliates or third parties, and shall not exceed the Order price. Any termination claim must be submitted to RMD within 60 days of the effective date of the termination.

3. **Performance.** Time is of the essence for Seller's performance of this Order. If any Item or Service is not completed by the date specified on the Order, RMD may, without liability, cancel this Order upon notice, as to Items not yet shipped or Services not yet rendered, to purchase substitute items or services elsewhere, and to charge Seller with any loss incurred. Any provisions for delivery by installments shall not be construed as making the obligations of Seller severable. Delivery shall not be deemed to be complete until Items and/or Services have been actually received and accepted by RMD. RMD may refuse any Items or Services and cancel, unless otherwise specified herein, all or any part of this Order if Seller fails to deliver all or any part of the goods in accordance with this Order. Acceptance of any part of the Order shall not bind RMD to accept future shipments, nor deprive it of the right to return Items already accepted. Deliveries made in advance of the designated schedule are prohibited unless approved by RMD in writing. Seller shall notify RMD promptly of any delays in its performance of this Order. RMD may accept or

reject any shipments made in excess of or less than the quantity designated in this Order. Seller shall observe and comply with all applicable federal, state and local laws, rules and regulations in the performance of this Order.

4. **Prices.** The prices for the Items and/or Services are as stated in the Order. Purchase prices are inclusive of all charges, including for packing, containers, insurance and transportation except as otherwise specifically provided on this Order. All sales taxes shall be shown separately on Seller's invoice. Unless otherwise set forth on the Order, prices are inclusive of all taxes, duties and assessments, including value added tax and tariffs. An itemized packing slip referencing purchase order number, part number and vendor catalog number, and Item quantity, must be enclosed with each shipment. Failure to provide packing slips may result in excusable delay in processing Seller's invoices. RMD's count shall be conclusive on all shipments not accompanied by a packing slip. The payment terms are as stated in the Order. Payment for Items and Services will be made in U.S. Dollars, unless otherwise indicated on the Order. All payment periods, including the cash discount period, shall be computed either on the date of delivery of the Items or Services ordered or date of receipt of correct and proper invoices prepared in accordance with the terms of this Order, whichever is later. Upon reasonable notice to Seller, RMD may withhold and deduct from any part of the price due under this Order all or any part of the damages resulting from Seller's breach or any other amount which Seller owes RMD arising out of or related to the transaction which is the subject of this Order or which is otherwise due from Seller to RMD, or any disputed invoiced amount.

5. **Shipment.** Items shall be packed and shipped by Seller in accordance with RMD's instructions and good commercial practice and to ensure that no damage shall result from weather or transportation. Shipments must be labeled appropriately for handling of fragile, electrical, chemicals or otherwise hazardous equipment or material as required by local, state and federal laws. Seller shall pay all freight and shipping costs.

6. **Delivery.** Delivery dates and locations are per the Order. All prices shall be based on delivery FCA to the location(s) stated in the Order (Incoterms 2020). Seller is responsible for title and risk of loss of or damage to the Items, regardless of cause, until the Items are received as specified in the Order, inspected (without being rejected) by RMD, and, where applicable, assembled and/or installed by Seller. Thereafter title and risk of loss or damage shall transfer to RMD, unless the loss or damage is caused by Seller's negligence, fault or failure to comply with these Terms and Conditions

7. **Warranties.** Seller warrants that all Items shall be free from defects of design, material or workmanship, shall be suitable for their intended purpose, shall conform strictly to the specifications furnished, and shall be merchantable within the meaning of Article 2 of the Uniform Commercial Code as adopted by the Commonwealth of Massachusetts. Seller warrants that Services will be of a good, workmanlike, and professional quality conforming to generally accepted industry standards. Seller represents and warrants that at the time when title passes to RMD, and for the shelf life of the Items, the Items and any parts thereof (article(s), chemical or other component(s) or composition(s)): (i) are in full compliance with the specifications which are either attached to the Order or incorporated by reference ("Specifications"); (ii) are safe; and (iii) are in full compliance with all applicable laws. Seller represents and warrants that at the time of performance of Services, and continuously thereafter, the Services: (a) are in full compliance with the Specifications; (b) are done in a competent, workmanlike manner and free from defects in materials and workmanship, whether latent or patent; (c) are in conformity with the standards of care employed by leading vendors in the services industry for projects of this kind and scope; and (d) are in full compliance with all applicable laws. The Seller's representation of the quality of all goods and services shall be an essential condition of the Order, any noncompliance therewith shall give RMD the right to reject any of the Items or Services.

8. Other Warranty Terms. Seller warrants that Items and Services will be sold and delivered free from any security interest, lien or encumbrance. Seller warrants that the manufacture, performance, use, sale and delivery of Items and Services do not and shall not violate any applicable law, rule, or regulation; any contracts with third parties; or infringe or misappropriate any third party rights in any patent, trademark, copyright, trade secret, or similar right. If Seller is processing personal data, Seller will comply with the applicable country's consumer personal data laws and regulations and any data privacy policies provided by RMD to Seller. All warranties shall run to RMD and its affiliates and their successors, assigns, and their customers and users of the Items and Services, and shall survive any inspection, delivery, or acceptance of the materials or services or payment therefor.

9. Inspection and Rejection. Payment for Items and Services shall not constitute acceptance thereof. All goods are subject to RMD's inspection, at the source if deemed necessary by RMD or required by government regulation. Final inspection shall be at RMD's premises unless otherwise agreed in writing. If Items or Services are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of these Terms and Conditions, RMD may, in addition to any other rights which it may have under warranties or otherwise, reject and return such Items at Seller's expense to the address listed on the Order, or reject such Services, in which case Seller shall promptly replace such Item or reperform such Service at RMD's request and without charge to RMD. RMD's remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity.

10. Intellectual Property. If Seller, or any subcontractor or other third party working for Seller, creates or develops any reports, data, software, information, material, technology, designs, or any other goods (collectively, "Work Product") specifically for RMD, such Work Product shall be deemed to be a "work for hire" and all rights (including without limitation any and all patents, copyrights, trademarks, trade secrets, mask works, know-how or any other proprietary right arising under the law of the United States, any other jurisdiction or any treaty regime ("IP Rights") to such Work Product shall vest in RMD, and Seller hereby assigns and conveys to RMD all rights therein without further compensation other than any amounts due hereunder for the provision of such Work Product. Seller shall assert no claim of IP Rights or other proprietary interest in or to any Work Product. Seller shall execute, and shall cause subcontractors and other third parties working for it to execute, any and all instruments deemed by RMD to be necessary or appropriate to effect the foregoing assignment. In no event shall Seller sell or distribute in any manner to anyone other than RMD any goods which are imprinted with or contain RMD name, logo or trademarks, even if rejected by RMD as nonconforming.

11. Tool, Dies, Drawings and Materials. All tooling, dies, information and materials including, but not limited to, drawings, specifications, art work, films, data, parts or the like furnished by RMD ("RMD Materials") shall remain the property of RMD and shall be held by Seller only for work being done for RMD and shall be held in strict confidence. All RMD Materials on consignment for processing, repairs or other reasons shall remain the property of RMD. As between the parties, RMD is the sole and exclusive owner of all RMD Materials, and no right, title or interest in or to the foregoing, or in any RMD intellectual property rights, are granted to Seller, including by implication or estoppel, and RMD reserves all rights in and to RMD Materials and related intellectual property rights. RMD does not guarantee the quality or suitability of RMD Materials. Tooling subject hereto shall be maintained in good condition and must be permanently identified as the property of RMD, and shall be used solely in the performance of work ordered by RMD. Seller shall maintain in inventory control of all RMD Materials and such items shall not be commingled with property belonging to Seller or others, except as such material may be incorporated into or attached to supplies consumed or expended in the performance of the Order. Seller shall return all RMD Materials to RMD at the conclusion of the work in good condition or otherwise dispose thereof on RMD's instructions and expense. Invoices for tooling and/or dies shall be

submitted after acceptance by RMD of sample or production parts for which the tooling was ordered and receipt by RMD of Seller's certification that each tool listed is satisfactory for the use for which it is intended. All tools, dies and materials shall be fully covered by Seller with fire and extended coverage insurance for protection of RMD.

12. No Assignment. Seller shall not delegate, transfer or subcontract any duties, nor assign any rights or claims, under this Order, and any such attempted actions shall be void. This Order binds the parties and their successors and permitted assigns.

13. Records Retention and Access. For four years after the date of the Order, Seller shall keep this Order and records related thereto and shall maintain books and records of account pertaining to this Order and all transactions conducted hereunder in accordance with standard accounting principles. RMD and any agent appointed by RMD may examine and audit such books and records at the offices of Seller during the business hours of Seller upon at least forty-eight (48) hours notice.

14. Bankruptcy. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against Seller, or in the event of the appointment, with or without Seller's consent of any assignee for the benefit of creditors or of a receiver, RMD shall be entitled to cancel, without liability, any unfiled part of this Order.

15. Indemnification. Seller will defend, indemnify and hold harmless RMD and its affiliates, and their officers, directors, employees, agents, successors and assigns, and their customers and users from and against any and all losses, liabilities, damages, costs, penalties, expenses and claims, including attorneys' fees relating to or arising out of Seller's performance under this Order, including breach thereof, or injury or alleged damage to persons and/or property.

16. Equipment Parts Purchases. If this Order relates to the purchase of equipment, RMD may make or purchase parts, accessories and supplies for such equipment whenever and wherever it may desire to do so and to make any alterations thereto, provided that such alterations do not infringe Seller's patents other than those covering the equipment supplied.

17. Use of Name. Except as required by applicable laws, Seller will not publicly disclose the existence of a relationship between the parties, nor use RMD's or its affiliates' names or trademarks for any purpose other than to perform this Order.

18. Notices. All notices provided for or permitted under this Order shall be in writing and shall be deemed duly delivered when personally served upon the party or, in lieu of such personal service, when deposited in the United States mail, or delivered by commercial courier. Notices to RMD shall be sent to the address identified in the Order.

19. Confidentiality. Seller understands that all information concerning RMD, whether written or oral, which is communicated or disclosed to Seller in connection with this Order, and all information which Seller generates as a result of services performed for RMD ("Confidential Information"), is proprietary and confidential to RMD. Confidential Information, however, shall not include any such information which is: (a) in Seller's possession prior to its receipt of such information, as shown by Seller's written records, without separate obligation of confidentiality to RMD; (b) already publicly available or becomes available to the public through no fault of Seller's; or (c) received by Seller from a third party having a right to disclose it, as shown by Seller's written records. Seller shall not, without the prior written consent of RMD: (i) use Confidential Information for any purpose other than carrying out the scope of services under this Order; and (ii) disclose Confidential Information except to its employees and agents as is necessary to fulfill Seller's obligations



hereunder. Seller shall return Confidential Information to RMD upon request.

20. Governing Law and Venue. This Order is issued with reference to the laws of the Commonwealth of Massachusetts, USA, without regard to conflict of law principles, and shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods. By accepting this Order, the Seller consents to jurisdiction in courts within Boston, Massachusetts for all disputes arising hereunder.

21. Miscellaneous. The waiver on any one occasion of a breach of any term, condition or obligation herein shall not be considered a waiver of that or any other term, condition, or obligation on any other occasion. If any term or provision of these Terms and Conditions or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of these Terms and Conditions, or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law. Seller is, and shall be considered, an independent contractor. Seller is solely responsible and liable for all salary, income tax withholding, unemployment insurance, FICA, and other aspects of employment of its employees, and RMD shall have no responsibility or liability with respect thereto.

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